

TABLE OF CONTENTS

	<u>PAGE</u>
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-1
I.2 TYPE OF CONTRACT	I-3
I.3 TERM OF CONTRACT/PERIOD OF PERFORMANCE	I-3
I.4 52.216-22 INDEFINITE-DELIVERY/INDEFINITE-QUANTITY CONTRACT (OCT 1995)	I-3
I.5 ORDERING (MAY 1999)	I-4
I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)	I-4
I.7 OPTION TO EXTEND SERVICES (AOUSC 1999)	I-4
I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)	I-4
I.9 52.204-1 APPROVAL OF CONTRACT (DEC 1989)	I-5
I.10 INTERPRETATION OF CONTRACT REQUIREMENTS	I-5
I.11 FREEDOM OF INFORMATION ACT CLAUSE (AOUSC 1994)	I-5
I.12 DISPUTES - (AOUSC 1999)	I-5
I.13 EXAMINATION OF RECORDS (AOUSC 1995)	I-6
I.14 DEFINITIONS (AOUSC 1985)	I-6
I.15 52.227-23 RIGHTS TO PROPOSAL DATA - TECHNICAL (JUN 1987)	I-7

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.203-03	GRATUITIES	APR. 1984
52.203-05	COVENANT AGAINST CONTINGENT FEES	APR. 1984
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (<i>ALTERNATE I</i> OCT 1995)	JUL 1995
52.203-07	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-02	AUDIT AND RECORDS-NEGOTIATION	JUN 1999
52.215-08	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998

52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.227-01	AUTHORIZATION AND CONSENT	JUL 1995
52.227-14	RIGHTS IN DATA -GENERAL	JUN 1987
52.228-07	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-03	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-05	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-01	PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER– CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-03	PROTEST AFTER AWARD	AUG 1996
52.237-03	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-01	CHANGES - FIXED-PRICE (<i>ALTERNATE II -APR 1984</i>)	AUG 1987
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICED CONTRACTS)	DEC. 1989
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-01	COMPUTER GENERATED FORMS	JAN 1991

I.2 TYPE OF CONTRACT

The Government contemplates awarding one or more fixed price, indefinite-delivery, indefinite-quantity (IDIQ) task order contract(s) resulting from this solicitation.

I.3 TERM OF CONTRACT/PERIOD OF PERFORMANCE

The base year of this contract is from date of award through September 30, 2001, with four one year option period as follows:

- A. Base Year: Date of award through September 30, 2001**
- B. Option Year One: October 1, 2001 through September 30, 2002**
- C. Option Year Two: October 1, 2002 through September 30, 2003**
- D. Option Year Three: October 1, 2003 through September 30, 2004**
- E. Option Year Four: October 1, 2004 through September 30, 2005**

I.4 52.216-22 INDEFINITE-DELIVERY/INDEFINITE-QUANTITY CONTRACT (OCT 1995)

a. This is an indefinite-quantity contract for the supplies or services specified in Section B and is effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as "maximum." The Government shall order at least the quantity or services designated in the Schedule as the "minimum."

c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to accept any orders under this contract after the 65th month of the contract.

I.5 ORDERING (MAY 1999)

a. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in writing by the Contracting Officer. Such orders may be issued from the effective date of the contract through the end of the effective period.

b. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

There are no minimum or maximum dollar limitations on Delivery Orders.

I.7 OPTION TO EXTEND SERVICES (AOUSC 1999)

The Government may require continued performance of any services within the limits and at the prices specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 65 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the contract.

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

This contract is renewable at the prices stated in Section B, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor by the first day of the next one-year period, or within 30 days after funds for that period become available, whichever date is the later, provided that the Contracting Officer shall have given the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 65 months.

I.9 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.10 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

I.11 FREEDOM OF INFORMATION ACT CLAUSE (AOUSC 1994)

The Administrative Office of the United States Courts reserves the right to disclose information provided by the Contractor in response to a request by a member of the general public. Upon receipt of a written request, the AO shall disclose information which would constitute public records in an agency covered by the Freedom of Information Act, or which is otherwise disclosable under the Federal Acquisition Regulation. In the event the requested information consists of or includes commercial or financial information, including unit prices, the Contractor shall be notified of the request and provided with an opportunity to comment.

The Contractor will thereafter be notified as to whether the information requested will be released. The Contractor understands and agrees that unit and or aggregate prices contained in the contract, including evaluated options, may be subject to disclosure without consent.

I.12 DISPUTES - (AOUSC 1999)

(a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a "dispute" under this clause.

(b) A contract dispute must be filed within 12 months of its accrual and must be submitted in writing to the contracting officer. The dispute must contain a detailed statement of the legal and factual basis of the dispute and must be accompanied by any documents that support the claim. The claimant must seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a "dispute" under this clause.

(c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the

vendor to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the vendor. If the contracting officer is unable to render a determination within 60 days, the vendor shall be notified of the date on which a determination will be made. The determination of the contracting officer will be signed by the Office of General Counsel and shall be considered the final determination of the agency.

(d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned in a forum of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

I.13 EXAMINATION OF RECORDS (AOUSC 1995)

The Contractor agrees that the Director of the Administrative Office of the U.S. Courts or his/her designated representative shall, until 3 years after the expiration of this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Director of the Administrative Office of the U.S. Courts or his/her designated representative shall, until 3 years after the expiration under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

I.14 DEFINITIONS (AOUSC 1985)

As used in this Agreement, the following terms shall have the meanings set forth below:

a. The term "*Director*" means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the term was intended to refer to some other officer for purposes of that section), and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.

b. The term "*Contracting Officer*" means the person executing this Agreement on behalf of the Government, and any other successor Contracting Officer who has responsibility for this Agreement.

c. The term "*subcontracts*" includes purchase/delivery orders.

I.15 52.227-23 RIGHTS TO PROPOSAL DATA - TECHNICAL (JUN 1987)

Except for data contained on pages [_____], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the

Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [_____] , upon which this contract is based.

(END SECTION I)